



GROUPBY ORDER FORM

This Order Form, effective on December 31, 2017 is entered by and between GroupBy USA Inc. (“GroupBy”), a Delaware corporation with its primary place of business at 136 Madison Avenue, 6th Floor, New York, NY, 10016, and Sears Holdings Management Corporation (“Customer”) located at 3333 Beverly Drive, Hoffman Estates, IL, 60179.

CUSTOMER INFORMATION

CUSTOMER ADDRESS Sears Holdings 3333 Beverly Rd Hoffman Estates, IL 60179	CUSTOMER TECHNICAL CONTACT Robert Finder Director, Software Engineering Robert.finder@searshc.com 847-286-2500
CUSTOMER BUSINESS CONTACT Jamie Johnson Sr. Product Manager Jamie.johnson@searshc.com 312-391-4888	CUSTOMER INVOICE CONTACT Jamie Johnson Sr. Product Manager Jamie.johnson@searshc.com 312-391-4888

SUBSCRIPTION AGREEMENT

Description	GroupBy Cloud Evaluation	GroupBy Cloud Subscription
Billing Start Date	January 1, 2018	June 1, 2018
Term (Months)	5	31
Billing Frequency	Single payment, total fees for evaluation period	Semi-annual
Payment Terms	Net 45 Days from Billing Start Date	Net 45 Days from Billing Start Date
Payment Method	ACH <input type="checkbox"/> Credit Card <input type="checkbox"/>	ACH <input type="checkbox"/> Credit Card <input type="checkbox"/>
Currency	USD	USD
Price Per Month	\$140,000	\$140,000
Total (excluding applicable taxes):	<u>\$700,000</u>	<u>\$4,340,000</u>

The above fees include all applicable Cloud Subscription, Technical Support and Customer Solutions Services described in this Order Form, but exclude (optional, if completed remotely) travel and living expenses associated with GroupBy personnel for customer onsite workshops, training or customer solution services.



Payment Schedule:

Description	Payment Amount	Payment Invoice Date
GroupBy Cloud Evaluation	\$700,000	January 1, 2018
GroupBy Cloud Subscription Payment #1	\$980,000	June 1, 2018
GroupBy Cloud Subscription Payment #2	\$840,000	January 1, 2019
GroupBy Cloud Subscription Payment #3	\$840,000	July 1, 2019
GroupBy Cloud Subscription Payment #4	\$840,000	January 1, 2020
GroupBy Cloud Subscription Payment #5	\$840,000	July 1, 2020

GroupBy Challenge: The Evaluation Period shall begin on January 1, 2018 and end on May 31, 2018. At any time during the Evaluation Period, customer may terminate this Agreement “for convenience” by providing written notice to GroupBy. If no such notice is provided on or before June 1, 2018, this Agreement shall automatically continue for the GroupBy Cloud Subscription, for the term set forth in the table above. For the avoidance of doubt, after the conclusion of the Evaluation Period, the Customer’s right to terminate the GroupBy Cloud Subscription shall be limited as set forth in the Agreement.

The fee for the Evaluation Period is \$700,000, as set forth in the table above (the “Evaluation Period Fee”). The Evaluation Period Fee shall be invoiced in accordance with the Billing Frequency, Payment Terms, and Payment Schedule set forth above. In the event that Customer terminates the Agreement during the Evaluation Period, Service Provider shall refund to customer \$100,000 of the Evaluation Period Fee. There is otherwise no refund for the Evaluation Period Fee (except as otherwise expressly set forth in the Agreement).

SUBSCRIPTION AGREEMENT TERMS

The Master Web Based Services Agreement between Customer and GroupBy effective 12/31/2017.

SUBSCRIPTION RENEWAL

Notwithstanding anything to the contrary in the Agreement: (i) Customer must notify GroupBy thirty (30) days prior to the expiration date of the then-current subscription term if they wish to cancel such subscription and this Order Form, and (ii) if GroupBy wishes to cancel this Order Form and the subscription provided hereunder, GroupBy must notify Customer within one hundred twenty (120) days prior to the expiration date of the then-current subscription term. If such notice is not received by either party, the Subscription will auto renew for a one (1) year term with a price increase of CPI plus 5%.

CLOUD CONFIGURATION

Production Endpoints	2 data centres, mirrored clusters, single tenant
Queries Per Second	January to October, 600 QPS November to December, 1400 QPS
Site URLs Deployed	www.sears.com , www.kmart.com , (includes m.sears.com and m.kmart.com) www.searspr.com , www.mygofer.com , www.searscommercial.com
Total Record Count	Up to 150M records
Service Response Time	Median of 100ms or less, 250ms at 95 th percentile or less, subject to the Network Latency provisions of Exhibit B to the Agreement
Index Response Time	GroupBy acknowledges that the Customer's current system and setup takes approximately two (2) hours ("Index Goal") to index Customer's 27 million Products. GroupBy will use commercially reasonable efforts to meet or exceed the Index Goal, where GroupBy's achievement against the Index Goal shall be measured by the length of time it takes the Services to perform indexing of Customer's Products, as licensed hereunder.
Languages	English

TECHNICAL SUPPORT

Standard Support <ul style="list-style-type: none"> Regular Business /Hours Support, 9 am to 6 pm EST Two (2) Customer Support Designates Guaranteed response time (1 hour for P1, 1 business day for P2, 1 business day for P3)* 	[X]
Extended Support (in addition to Standard Support options) <ul style="list-style-type: none"> 24x7 Support for Priority 1 Issues 	[X]

*See Subscription Agreement terms for Priority descriptions and Service Level Response times.



MARKETING SUPPORT

Customer will provide the following marketing support to GroupBy:

1. Customer name and logo referenced on GroupBy's website and GroupBy's marketing materials during contracted partnership.
2. After the Services have been fully implemented for three months, GroupBy and Customer shall work together to create a mutually-agreed baseline performance indicator (the "Baseline") for the Services. The Parties shall compare the Services during a two-month period to be pre-determined by Sears during the first 12 months of implementation of the Services to the Baseline. If the Services exceed the Baseline during this period, then Customer agrees to participate in a case study of the business relationship conducted by GroupBy, and provide publicity related to the relationship. Customer shall have the right to review, edit, and approve the case study prior to publication.

CUSTOMER SOLUTIONS SERVICES

During the Term of this Agreement, GroupBy will provide the following Customer Solutions Services:

ONBOARDING

Project Kick Off

1. Host a project kickoff meeting to collect the following information and validate the business requirements:
 - a. Customer Business Goals, Customer Segment Types and Commerce site metrics.
 - b. Customer Architecture Deep Dive.
 - c. Data review, including process to create data feeds.
 - d. GroupBy Cloud functions (Search and Navigation, SEO, Recommendations, SAYT, Merchandising Rules).
2. Assist the Customer Project Manager to develop a mutually agreeable Activity Schedule with calendar dates including GroupBy and Customer activities and resources required to complete the implementation.
3. Develop Requirements Document.
4. Create and configure GroupBy Cloud endpoints.
5. Recommend the data model for data feeds based on the requirements outlined in the workshop.
6. Implement GroupBy beaconing code.

Development Iteration(s)

1. Configure staging and production areas in the GroupBy Cloud environment for the languages(s) and URLs indicated in the Order Form.
2. Data integration:
 - a. Assist customer to implement data feed and configure process for the GroupBy Cloud.



3. Configure two (2) GroupBy Cloud Templates (including up to 6 zones) for promotion and content spotlighting:
 - a. One (1) Search Results List Template (search results page with an applied biasing role)
 - b. One (1) Search Results List + Promotion Template
4. Assist customer to:
 - a. Enable the customer to leverage the GroupBy Cloud API for Navigation, Search, SEO, Recommendations and SAYT.
 - b. Develop one (1) template, for the purposes of knowledge transfer.

Deploy

1. Complete site user interface code (“UI”) review to ensure the UI is calling the GroupBy Cloud API efficiently.
2. Develop and execute Search tuning scorecard, up to two (2) iterations per language.
3. Assist customer to:
 - a. Complete System and Load Testing.
 - b. Execute deployment readiness check.
 - c. Configure traffic redirect to GroupBy Cloud and launch to Production.
4. Validate GroupBy Cloud configuration based on results of Customer System and Load testing.
5. Provide Q&A support to customer as they deploy the solution to a production environment.
6. Provide a knowledge transfer session for up to three (3) customer resources to review operational procedures for maintaining the GroupBy Cloud application.
7. Facilitate A/B Testing of the SAYT and Search Results Platform to validate results and improvement using the GroupBy Cloud Subscription.

CONTINUOUS IMPROVEMENT

The following will be completed ongoing for the term of the agreement after completion of Onboarding:

1. Search Tuning Scorecard (monthly)
 - a. Identify the top search terms by input from the analytics (which can be captured from the GroupBy beaconing code).
 - b. Formulate the terms into a scorecard for quantifying the relevancy and conversion performances of these terms as well as tracking the improvement history.
 - c. Analyze the scorecard. GroupBy will identify the patterns and cases that can be improved in terms of relevancy and conversions with the goal of exceeding the Baseline described in Marketing Solutions, Section 2 of this Order Form.
 - d. Suggest configuration updates based on the analysis, by applying the Command Center configuration updates and/or suggesting the data updates required.
 - e. Review and assist Customer to implement changes.
 - f. Evaluate the improvements resulting from the recommendations.

INNOVATION

The following will be completed quarterly after On Boarding:

1. Host customer workshop to collect data for Health Check report for the following data points:
 - a. User Interface
 - b. Relevancy Data
 - c. Command Center
 - d. Recommendations
 - e. Feature Implementation
 - f. Search Engine Optimization
 - g. Metrics (Conversion Rates and Average Order Size)
2. Develop Site Health report, and provide score and overall site score.
3. Assist customer to implement new GroupBy Cloud features and recommendations from Health check report.

WORK PRODUCTS

The following work products will be delivered by GroupBy over the term of agreement:

Deliverable	Description	Format
Business Requirements Document	Functional requirements in context of GroupBy Cloud with a high level solution approach. Required data extract format definition.	Word
Activity Schedule	Overview of activities and responsibilities and a mutually committed timeline for the execution of project.	Excel
Weekly Status Reports	GroupBy project manager will document and share the status of the project based on weekly calls on KPIs: Scope, Staffing, Schedule, Solution, Budget.	Word or PPT
Search Tuning Scorecard	At the end of each Search Tuning iteration, a spreadsheet will be provided that describes the status of search relevance for top 50 terms.	Excel
Site Health Report	Provide a formal scorecard and improvement recommendations based on the following criteria: User Interface, Relevancy Data, Command Center, Recommendation, Feature Implementation, Search Engine	Excel

	Optimization, Metrics	
Deployment Readiness Checklist	Checklist to validate: <ul style="list-style-type: none"> • GroupBy Cloud is configured as per functional description in the Business Requirements Document. • Search tuning is complete for all languages. • Code review is completed for integration with GroupBy Cloud APIs to ensure best practices. • Client QA is complete and passed. • Client load test is complete and passed. 	Word

GROUPBY GENERAL RESPONSIBILITIES

In addition to any other obligations described in the Agreement, the following responsibilities of GroupBy are required to complete the Customer Solutions Services:

1. Attend weekly status meetings to review project progress.
2. Create weekly status reports, issue and risk management and facilitation of review meetings for GroupBy activities.
3. Review and update progress plan for GroupBy activities.

CUSTOMER GENERAL RESPONSIBILITIES

In addition to any other obligations described in the Agreement, the following responsibilities of Customer are required to complete the Customer Solutions Services. Failure to meet these obligations may result in a time delay in implementing the services:

1. Attend weekly status meetings to review project progress.
2. With GroupBy assistance, integrate the GroupBy Cloud user interface gestures and templates into overall web site.
3. Provide web style guidelines for GroupBy Cloud templates.
4. Provide access to source data repositories.
5. Data cleansing, transformation, standardization and/or delivery of accurate data for the GroupBy Cloud to consume in JSON format. GroupBy will provide guidance on the schema and format required for the data.
6. Provide access to required business and IT personnel and system privileges to access any required hardware, software and network resources for the implementation.
7. Ensure that this project will not be adversely impacted by other initiatives currently underway at Customer facilities.
8. If required, create HTML, CSS, and graphic content used for web development to support the project requirements.
9. Establish and execute Functional, QA, UAT, and Performance testing plans.
10. Obtain licenses under software vendor contract for software required to support the project requirements.



11. Provide GroupBy access to Customer functional and technical subject matter experts as required to support project requirements.
12. Complete all deployment activities, including activities identified by GroupBy in the deployment readiness checklist.

OBLIGATIONS

The following obligations are required to be met by both parties to ensure successful delivery of the Customer Solutions Services. Failure to meet these obligations may result in a time delay in implementing the services:

1. Customer will assign a Project Manager and a Technical Lead who will act as the main liaison for GroupBy on all Project Management and Technical matters for the project.
2. Customer's Project Manager will have sufficient Project Management experience to fulfill required project management activities as outlined in the project plan.
3. Customer Project Manager will create the overall Project Plan that will describe the tasks, responsibilities and calendar timeline for the project.
4. Customer's Technical Lead will have sufficient technical and architectural experience to fulfill the technical activities as outlined in the project plan.
5. Customer and GroupBy will participate in weekly project status meetings.
6. Customer and GroupBy will resolve project issues in a reasonable timeframe measured in hours/days. Failure to resolve issues quickly may have an impact on project schedule/cost.
7. Customer Solutions Services will be completed remotely. Discovery workshops and training can be provided onsite at customer's location at customer's discretion.
8. For any migration services, the service is for a "like for like" migration and does not include addition of new business rules, templates or query rewrites.
9. Customer and GroupBy will resolve project issues in a timely manner – twenty four (24) hours for critical issues, forty eight (48) hours for less complex issues. Failure to resolve issues quickly may have an impact on project schedule/cost.
10. Review and feedback on any work products will be provided within forty-eight (48) hours of delivery. GroupBy will provide a maximum of two (2) iterations on work products to incorporate customer feedback.

RESOURCES

If customer's failure to meet its responsibilities and obligations as outlined in this Order Form results in a significant delay in on boarding activities, GroupBy reserves the right to reassign resources until Customer is ready to resume on boarding.

TRAINING

The following On Boarding training will be provided during the term of the agreement for up to 8 students per course:

1. Course: GroupBy Cloud, Technical Implementer (1 day):
 - a. Solution architecture
 - b. Data upload and ingestion



- c. Query API
- d. Relevancy - Biasing, Query rewrites
- e. Data modeling and Variants (principles and underlying structure)
- f. Templates and Rules
- g. SAYT
- h. Navigation
- i. Areas
- j. SEO
- k. Recommendations - beaconing code and front end integration

2. Course: GroupBy Cloud, Business User (1 day):

- a. Intro & system overview
- b. Rules + Templates
- c. Biasing
- d. Query Rewrites
- e. SAYT
- f. Navigation
- g. Recommendations
- h. Administration - Business Best Practices

In addition to the training provided during On Boarding, Customer will be provided unlimited access to any GroupBy Public training sessions during the term of the agreement, based on available seats published in the GroupBy online public training portal:

www.groupbyinc.com/training.

ACCEPTANCE

The parties hereby acknowledge that they have read and understand this Order Form and agree to all such terms and conditions. IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives:

GroupBy

DocuSigned by:
Roland Gossage
98FB92096AFA44A...
Signature

Roland Gossage

Printed Name

CEO

Title

1/5/2018

Date

Customer

DocuSigned by:
Leena Munjal
558B613ABB99447...
Signature

Leena Munjal

Printed Name

SVP, Cust. Exp.&Intgrtd Retail

Title

1/5/2018

Date





APPENDIX A

DIRECT DEBIT (ACH) AUTHORIZATION FORM

Please fax to +1 (647) 977-5832 or email to **accounts@groupbyinc.com**

Customer Name _____

Customer Address _____

Bank Name _____

Bank Address _____

Bank Account Routing Number _____

Bank Account Number _____

Bank Account Currency _____

I authorize GroupBy USA Inc. to charge ongoing monthly Cloud subscription fees in accordance with the terms of this agreement to the above noted Bank Account. The undersigned represent and warrants to GroupBy that he/she has the right to authorize this payment on behalf of customer.

Signature _____

Printed Name _____

Title _____

Date _____

**CREDIT CARD AUTHORIZATION FORM**

Please fax to +1 (647) 977-5832 or email to **accounts@groupbyinc.com**

Customer Name

Card Type (Amex, Visa, MasterCard)

Card Number

Card Expiry Date (YYYY-MM)

Credit Card Secure Code:

Card Billing Address

Full name as it appears on credit card

I authorize GroupBy USA Inc. to charge ongoing monthly Cloud subscription fees in accordance with the terms of this agreement to the above noted Credit Card. The undersigned represent and warrants to GroupBy that he/she has the right to authorize this payment on behalf of customer.

Signature

Printed Name

Title

Date
